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it is an implied condition of incorporation that bankruptcy shall revoke the charter. But it is not likely that state legislatures would make the existence of corporations, their own creations, depend upon federal proceedings. As has been suggested, the bankruptcy laws are aimed not at the life of the debtor, but solely at his assets. See *Holland v. Hayman*, 60 Ga. 174. Possession of assets is not requisite to a corporation's existence, hence the implication of dissolution is not based on necessity. There are, moreover, obvious advantages in the continuation of a corporation which is subject to liabilities. The decision of the present case, therefore, seems correct.

DAMAGES — MEASURE OF DAMAGES — INTEREST UPON DEMURRAGE. — *Held*, that interest is not recoverable upon demurrage awarded to a vessel for the time she was laid up for repairs after an injury by collision. *The Sitka*, 156 Fed. 427 (Dist. Ct., W. D. N. Y.).

When a vessel is detained for repairs after a collision the owner may recover full compensation in the nature of demurrage for the loss sustained by the detention. *The Potomac*, 105 U. S. 630. The law as to interest upon such demurrage is entirely unsettled. Of the few cases which give any consideration to the question the majority either allow it or leave it to the discretion of the jury. *The America*, 11 Blatchf. (U. S.) 485. On general principles, when a tort has deprived the plaintiff of property, interest is due on the claim from the date when the defendant should have reimbursed the plaintiff. *Clark v. Miller*, 54 N. Y. 528. Interest, therefore, is recoverable upon the cost of repairs from the time the bill became payable. *The Mahanoy*, 127 Fed. 773. But the date upon which the profits of a vessel would be receivable varies in every case and it is impossible to establish any general principle, as in the case of repairs. Although unscientific, it seems to work substantial justice to leave the question to the discretion of the jury with instructions to fully compensate the libellant for the detention. SPENCER, MARINE COLLISIONS, § 206.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR SUBSIDENCE OF SOIL DUE TO WITHDRAWAL OF SUPPORT. — The plaintiffs sought compensation for damages to cotton mills resulting from subsidence caused by the past working of mines. *Held*, that the depreciation in selling value due to fear of further subsidence cannot be taken into account in estimating damages. *West Leigh Colliery Co. v. Tunnicliffe and Hampson*, [1908] A. C. 27.

It is well settled in England that the cause of action in cases of subsidence of the soil caused by working of mines is not the withdrawal of support, but the subsidence itself. See 13 HARV. L. REV. 665. The proper measure of damages in such cases is the depreciation in the market value of the premises due to the wrongful act of the defendant. *Hosking v. Phillips*, 3 Exch. 168. Damage to be caused by possible future subsidence cannot be taken into account in assessing damages for past subsidence, but all damage caused by a single subsidence must be claimed in a single action. *Darley Main Colliery Co. v. Mitchell*, 11 App. Cas. 127. To allow for present diminution of selling value of an estate arising from fear of further subsidence is, however, not open to the objection that it allows present damages for a future cause of action. But the present decision may well be supported on the ground that such damage is only remotely, and not in a legal sense, caused by the subsidence and is in fact due to the removal of support, which, though it is a present cause, is not a wrongful act. *Rust v. Victoria Graving Dock Co.*, 36 Ch. D. 113.

DEDICATION — RESTRICTIONS ON DEDICATION — RESTRICTIONS IMPOSED BY DEDICATOR. — An owner dedicated land to the public for use as a street on the conditions that it should be graded, and that the abutting property owners should be free from assessment therefor or for other street improvements. The defendant municipality accepted it on behalf of the public subject to these conditions. It graded the street and assessed the abutting property owners for the cost. The plaintiff brought a writ of *certiorari* to test the validity of the assessment. *Held*, that the assessment be set aside. *Perth Amboy Trust Co. v. Perth Amboy*, 68 Atl. 84 (N. J., Sup. Ct.). See NOTES, p. 356.

EASEMENTS — EXTINGUISHMENT — UNITY OF POSSESSION. — After the tenant for years in possession of the dominant estate had brought suit for an obstruction of the easement of light, the owner of that estate conveyed his reversion in fee to the owner of the servient. The term had not yet expired. *Held*, that the tenant can recover, as unity of possession is necessary to extinguish the easement. *Richardson v. Graham*, [1908] 1 K. B. 39. See NOTES, p. 359.

EMINENT DOMAIN — COMPENSATION — SET-OFF OF BENEFITS CONFERRED ON LAND REMAINING TO OWNER. — C. 16 of the Greater New York charter provided that the dock commissioner might by eminent domain acquire land necessary for the improvement of the water-front, and § 822 provided that where part only of a single tract is taken the compensation to the owner should be the difference between the value of the entire tract and the value of the premises in the condition in which they will be after the part is taken. *Held*, that § 822 violates the constitutional provision that private property shall not be taken for public use without just compensation. *Matter of City of New York*, 190 N. Y. 350.

There is a settled conflict of authority as to whether benefits to the remaining land may be set off against the value of the part taken. See *Bauman v. Ross*, 167 U. S. 548; 12 HARV. L. REV. 505. It has heretofore been generally supposed that New York allowed such a set-off. See *Bauman v. Ross, supra*; *Rexford v. Knight*, 15 Barb. (N. Y.) 627. The principal case settles the law in New York and clearly holds that an award shall in no case be made for less than the value of the property actually taken by condemnation. It is to be noted, however, that this case does not overrule the class of cases in which it has been held that a tax or an assessment for local improvement may be set off against an award for property condemned. *Genet v. City of Brooklyn*, 99 N. Y. 296.

EQUITY — JURISDICTION — JURISDICTION BY CONSENT OR ESTOPPEL. — The defendant received \$3000 under an arrangement by which he was to pay \$1200 to the plaintiff, who brought an action of *assumpsit* for his share. By agreement the cause was transferred to the chancery side of the docket. The defendant thereupon demurred on the ground that the plaintiff had an adequate remedy at law. *Held*, that equity may take jurisdiction of the cause and that the defendant is estopped from questioning its jurisdiction. *Darst v. Kirk*, 82 N. E. 862 (Ill.).

Consent or estoppel cannot ordinarily extend a court's powers. *Klingelhoefer v. Smith*, 171 Mo. 455. The jurisdiction of equity, although not so exactly defined as that of courts of law, is restricted, in general, to cases where there is no adequate legal remedy. *Bushnell v. Avery*, 121 Mass. 148; but see *Mellen v. Moline Works*, 131 U. S. 352. Both at law and in equity, however, a party may waive his right to object to the court's lack of authority over his person by mere failure to exercise it. *Burnley v. Cook*, 13 Tex. 586. This decision goes further in permitting the parties to extend equity's jurisdiction to a suit in which there is an ample remedy at law. Consent to the jurisdiction, however, is stronger than a waiver by failure to object, since allowing the agreement to be recalled is in itself inequitable. The present case is not alone in allowing equity to proceed after such a waiver or estoppel. *Champion v. Grand Rapids, etc., Ry.*, 145 Mich. 676; *Mertens v. Roche*, 39 N. Y. App. Div. 398. But in cases of this type equity is not bound to take jurisdiction, and does so at the court's discretion. *Hoagland v. Supreme Council*, 70 N. J. Eq. 607. The adoption of this principle of extending jurisdiction by consent illustrates the tendency to merge the two systems of law and equity.

FRANCHISES — POWER TO REVOKE INDIRECTLY BY GRANTING COMPETING FRANCHISE. — The defendant, under a permit from the proper authorities, built a highway bridge which diverted the travel from an ancient ferry owned by the plaintiff. *Held*, that an injunction will not issue. *Dibden v. Skirrow*, [1908] 1 Ch. 41.